



UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MOHSEN REIHANIFAM,

Plaintiff(s),

v.

FRESENIUS MEDICAL CARE NORTH
AMERICA,

Defendant(s).

CASE NO. SA CV 12-1580-DOC (JPRx)

REDACTED VERDICT FORM

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

MOHSEN REIHANIFAM,
Plaintiff,

v.

FRESENIUS MEDICAL CARE
NORTH AMERICA,
Defendant.

CASE NO.: SACV12-1580-DOC (JPRx)

VERDICT FORM

Judge: Hon. David O. Carter

We, the jury, unanimously agree to the answers to the following questions and return them under the instructions of this Court as our verdict in this case.

RETALIATION CLAIM

1. Did Reihanifam prove by a preponderance of the evidence each and every element of the claim of retaliation, as defined in the instructions given to you?

____ Yes

☒ No

If your answer to Question 1 is yes, proceed to Question 2.

If your answer to Question 1 is no, skip Questions 2 and 3 and proceed to Question 4.

FAILURE TO PREVENT RETALIATION CLAIM

2. Did Reihanifam prove by a preponderance of the evidence each and every element of the claim of failure to prevent retaliation, as defined in the instructions given to you?

_____ Yes _____ No

WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY CLAIM

3. Did Reihanifam prove by a preponderance of the evidence each and every element of the claim of wrongful termination in violation of public policy, as defined in the instructions given to you?

_____ Yes _____ No

BREACH OF CONTRACT CLAIM

Reihanifam and Fresenius stipulated that they entered into a written contract in April of 2003.

4. Did Reihanifam prove by a preponderance of the evidence each and every element of the claim of breach of written contract, as defined in the instructions given to you?

_____ Yes ☒ No

IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING CLAIM

Reihanifam and Fresenius stipulated that they entered into a written contract in April of 2003.

- 5. Did Reihanifam prove by a preponderance of the evidence each and every element of the claim of breach of an implied covenant of good faith and fair dealing, as defined in the instructions given to you?**

_____ Yes ☒ No

If you answered no to all of Questions 1 through 5, **stop here** and have the presiding juror sign and date the verdict form.

If you answered yes to any of Questions 1 through 5, proceed to Question 6.

DAMAGES

- 6. Taking into account Reihanifam's duty to mitigate his damages, what amount of damages do you award to Reihanifam?**

Lost earnings (to present time): _____

Lost earnings (future): _____

Emotional distress: _____

If your answer to Question 1 (see page 1) was yes, then proceed to Question 7.

If your answer to Question 1 (see page 1) was no, then stop here, sign and date the verdict form.

LIMITATIONS ON REMEDIES

7. Would Fresenius have taken the same action(s) anyway due to Reihanifam's unprofessional behavior, failure to manage projects, and/or failure to cooperate with peers, even if Fresenius had not also been substantially motivated by retaliation?

_____ Yes _____ No

PUNITIVE DAMAGES

8. Did Reihanifam prove by clear and convincing evidence that Fresenius's conduct toward him constituted malice, oppression, or fraud?

_____ Yes _____ No

If your answer to Question 8 is yes, then proceed to Question 9.

If your answer to Question 8 is no, stop here and have the presiding juror sign and date the verdict form.

9. What amount of punitive damages, if any, do you award to Reihanifam?

\$ _____

You have now reached the end of the verdict form and should review it to ensure it accurately reflects your unanimous determinations. The Presiding Juror should then sign and date the verdict form in the spaces below and notify the marshal that you have reached a verdict. The Presiding Juror should retain possession of the verdict form and bring it when the jury is brought back into the courtroom.

Dated: January 20, 2015

By:

REDACTED